

# EXHIBIT 1

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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MARIA ANDRADE, on behalf of  
herself and those similarly  
situated, and SHAUN CAULKINS,  
on behalf of himself and those  
similarly situated,

NO. 3:18-cv-06743-SK

Plaintiffs,

vs.

AMERICAN FIRST FINANCE, INC.,  
a corporation; AHMAD FAYEZ AL  
RAWASHDEH, an individual and  
dba ELEGANT FURNITURE; TERESA  
LOREDO, an individual and dba  
BELLA'S FURNITURE,

Defendants.

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DEPOSITION OF MARIA ANDRADE

September 10, 2019

TAKEN BEFORE CANDI LEON  
CERTIFIED SHORTHAND REPORTER  
STATE OF CALIFORNIA  
CSR LICENSE NO. 6364

MARIA ANDRADE

After being placed under oath  
by the Certified Shorthand Reporter,  
testified as follows:

EXAMINATION BY MR. BALOGH

BY MR. BALOGH:

Q. Can you please state your name?

A. Maria R. Andrade.

Q. Were you once known as Maria Rivera?

A. Andrade.

Oh, yeah, Maria Rivera.

Q. And is that a maiden name or a former married  
name, or where does that name come from?

A. That's my maiden name.

Q. How long have you been Maria Andrade?

A. Three years.

Q. And is that a married name?

A. Yes.

Q. Have you been married before --

A. Yes.

Q. -- you were married three years ago?

Let me -- have you ever given a deposition  
before?

1 Q. Yes.

2 A. R-a-y-m-u-n-d-o.

3 Q. And what does Mr. Andrade do for a living?

4 A. Construction.

5 Q. Does he work in Concord, California?

6 A. Yes.

7 Q. What is your current email address?

8 A. I have two.

9 Q. Can you tell me what those are?

10 A. The first one is mariariveraandrade62@gmail.com.

11 Q. Okay. And what is the other one?

12 A. It is m, as in "Maria," n, as in "Nancy,"  
13 rivera62@yahoo.com.

14 Q. Have you ever had other email addresses?

15 A. No.

16 Q. Do you know whose email address is  
17 1miketru@gmail.com?

18 A. No.

19 Q. Have you ever heard that -- of that email address  
20 before?

21 A. No.

22 Q. And it's the number 1miketru@gmail.com.

23 A. No.

24 Q. Have you ever seen that email address before?

25 A. No.

1 Q. You don't have any degrees or certifications?

2 A. For college you're talking about?

3 Q. Or just professionally. You know, as part of  
4 your employment history, I know that you haven't been to  
5 college, but have you had any other type of vocational  
6 training or certifications?

7 A. I have training in elderly care.

8 Q. Elderly care?

9 A. Yes.

10 Q. And is that what you do for a living?

11 A. Yes.

12 Q. You still work for Sunrise Assisted Living?

13 A. Yes.

14 Q. How long have you worked at Sunrise?

15 A. Fifteen years.

16 Q. What do you do for Sunrise?

17 A. I am a supervisor, lead care manager.

18 Q. So what does that mean you do on a day-to-day  
19 basis?

20 A. I make sure that I give out the assignments that  
21 we're going to do for the elderly for that day, showers,  
22 laundry. Anyone that's on Hospice, I'm the first one to  
23 make sure everything's okay with them, no bed sores, no  
24 complications. I go around to make sure that we have  
25 enough supplies for the elderly, make sure the meals are

1 getting prepared. And I take care of my own six  
2 residents, shower them, get them up, dressed.

3 Q. Okay. How many residents are in that facility?

4 A. Right now we only have 14.

5 Q. Okay. So you have responsibility for six of  
6 them, and then it sounds like you're also supervising the  
7 staff that's taking care of the rest of them.

8 A. Yes.

9 Q. Who is your boss?

10 A. My boss is Rona Vargas (phonetic).

11 Q. And were you off today or how --

12 A. I took the day off.

13 Q. You took the day off?

14 A. Um-hum.

15 Q. Do you work a defined schedule?

16 A. I work Monday through Friday 6:00 until whenever  
17 I go off.

18 Q. And when is that normally?

19 A. It's really 6:00 to 2:00.

20 Q. Um-hum.

21 A. But it just depends day by day. It depends on  
22 what's going on at that -- at that moment.

23 Q. What other positions have you held other than at  
24 Sunrise Elderly Care?

25 A. That's it at Sunrise.

1 Q. Were you told anything about 90 days same as  
2 cash?

3 A. Yes.

4 Q. 90 days no interest?

5 A. He just said, "If you want to pay it off, you  
6 have 90 days."

7 Q. And what did you understand that to mean?

8 A. I had 90 days to pay the whole thing off. If  
9 not, he said I can make payments. And that's when we  
10 agreed on \$100 a month.

11 Q. And did you have an understanding that, if you  
12 decided to make payments, that you were going to also be  
13 responsible for interest on those payments?

14 A. We didn't talk about interest at all, so I didn't  
15 think about it.

16 Q. Well, did you ask about interest?

17 A. No, I did not.

18 Q. Did you have an understanding of how long the  
19 repayment obligation would be?

20 A. No. He just told me until it's paid off.

21 Q. Did you have an understanding that it would be  
22 more than a year?

23 A. No.

24 Q. Did you have an understanding that it would be  
25 closer to 18 months?

1 location undertaking this transaction, did you ask about  
2 interest?

3 A. No.

4 Q. Did you come to realize that you would, in fact,  
5 be paying interest on this financing?

6 A. Did I realize?

7 Q. Yes.

8 A. After I talked to First American, yes.

9 Q. And when was that?

10 A. When I asked them, I'm thinking about 2016.

11 Q. What part of 2016?

12 A. September, maybe, October, when I got the  
13 contract from them.

14 Q. Where is the furniture now?

15 A. It's at home.

16 Q. Do you still use it?

17 A. No.

18 Q. So where do you keep it?

19 A. I keep it in Fresno at my mom's house.

20 Q. Does your mom use it?

21 A. No.

22 Q. So is it in a storage unit or a garage or  
23 somewhere?

24 A. It's in the second bedroom. I wanted it for when  
25 the kids come down, they had a place to sleep.



1 Q. Yes, that's correct?

2 A. Yes.

3 Q. So where did -- did you sit down with Mr. Tru --  
4 I guess I don't know if he goes by Mr. Tru, but we'll call  
5 him Tru.

6 A. Um-hum.

7 Q. Did you sit down with Tru and go over the terms  
8 of the transaction with him?

9 A. Yes.

10 Q. And you said you didn't ask him anything about  
11 interest?

12 A. No.

13 Q. What else, if anything, did he say to you about  
14 the transaction?

15 A. Just like what I just said. He asked me about  
16 the bed. I liked it, talked about what I can afford. And  
17 we just -- I was hoping for a thousand dollars, but we  
18 went 200 over. And I said okay. And we agreed on a  
19 hundred dollars.

20 Q. And when you say you agreed, that's what you  
21 understood to be an oral agreement between you and Tru?

22 A. Yes.

23 Q. Did you ask any questions about whether there  
24 would be a written agreement?

25 A. Just the receipt, the contract, that he gave me.

1           Q. Well, did you ask if that was the written  
2 agreement between Elegant Furniture and you?

3           A. Yeah, the -- this is -- I'd asked him, "This is  
4 it?"

5           And he said, "Yes."

6           Q. Did you ever receive at the time you were sitting  
7 there a contract from Elegant Furniture?

8           MR. LeBEL: Objection, form.

9 BY MR. BALOGH:

10          Q. You may answer.

11          A. The contract that I signed, yes.

12          Q. Did you ever receive the security agreement  
13 contract that had the terms to it while you were there?

14          A. The contract that I signed, yes, just what I  
15 have.

16          Q. Let me show you what I'm going to mark -- and  
17 we're going to continue, by agreement, the exhibit  
18 numbers. So I'm going to show you what's going to be  
19 marked as your first exhibit, but it's going to be marked  
20 as Exhibit 12.

21                 (Defendants' Exhibit 12 was marked for  
22 identification.)

23 BY MR. BALOGH:

24          Q. Is this the contract that you're referring to?

25          A. Yes.

1 Q. Was that your recollection?

2 A. Yes.

3 Q. Do you see up in the middle where it says,  
4 "90 days same as cash"?

5 A. Yes.

6 Q. Did I read that correctly?

7 A. Um-hum.

8 Q. You have to answer.

9 Did I read that correctly?

10 A. Yes.

11 Q. And was it your understanding on that day that,  
12 if you made all the payments that totaled \$1,201.62 within  
13 90 days, that you would be charged no interest?

14 A. No.

15 Q. What did you understand "90 days same as cash" to  
16 mean?

17 A. He told me I have 90 days to pay it off; if not,  
18 I can make payments.

19 Q. And when you were told that, if you don't pay it  
20 off in 90 days and you've made payments thereafter, did  
21 you understand that you would be charged interest?

22 A. No.

23 Q. So did you believe that you weren't going to be  
24 charged interest?

25 A. I didn't think about it.

1 American First Finance in the paragraph that begins at the  
2 bottom, "By signing below, I hereby"? Do you see the  
3 references to American First Finance?

4 A. Where are we talking about? Right here  
5 (indicating)?

6 Q. Yes, ma'am.

7 A. Um-hum.

8 Q. You do see the references to American First  
9 Finance in that paragraph?

10 A. I see First American Finance [sic] here, yes.

11 Q. All right. You can put that to the side.

12 When you were sitting with Tru at the furniture  
13 company, did Tru receive anything electronically that you  
14 were aware of related to your particular transaction?

15 A. No.

16 MR. LeBEL: Objection, form.

17 THE WITNESS: Oh.

18 Yeah. No.

19 BY MR. BALOGH:

20 Q. You have to let Dan object if he wants to.

21 A. Oh. Sorry.

22 Q. So just -- so let me ask the question again.

23 While you were sitting with Tru, did he mention  
24 to you or did he show to you any documents that he may  
25 have received electronically related to your transaction?

1           **A.** Not that I recall.

2           **Q.** Could it have been that he did and you just don't  
3 recall that he did?

4           **A.** No, not that I recall. He did not.

5           **Q.** So there's a difference between not recalling and  
6 no. I'm just trying to make sure that I understand.

7                   When you say, "not that I recall," does that mean  
8 that you don't have any recollection of him receiving  
9 those types of documents?

10          **A.** No, he did not.

11          **Q.** So you're saying definitively that, while you  
12 were sitting with Mr. Tru, that Mr. Tru did not receive  
13 any electronic documents pertaining to your transaction?

14               MR. LeBEL: Object to the form of the question.

15               THE WITNESS: No.

16 BY MR. BALOGH:

17          **Q.** No, that's correct?

18          **A.** No, that's correct.

19          **Q.** Thank you.

20               Did you receive a repayment schedule?

21          **A.** No.

22          **Q.** Were you shown a repayment schedule?

23          **A.** When I asked First American to send me the  
24 contract, I don't recall if they sent it to me or not.

25          **Q.** I want to show you what I've marked as

1 Exhibit 15.

2 (Defendants' Exhibit 15 was marked for  
3 identification.)

4 MR. LeBEL: Thank you.

5 MR. BALOGH: You're welcome.

6 THE WITNESS: Oh.

7 I recall getting this from First American.

8 BY MR. BALOGH:

9 Q. You mean American First?

10 A. American First.

11 Q. I do that all the time, by the way.

12 A. Yeah, constantly.

13 Q. So this Exhibit 15, is this what you say you  
14 received from American First?

15 A. Yes.

16 Q. And when would you have received this document?

17 A. Hmm.

18 I don't recall when I received it. I don't  
19 recall when I received it.

20 Q. Do you -- would it have been after the -- it  
21 would have been after December the 9th, 2015?

22 A. No.

23 Q. Let me ask the question again because you may not  
24 have heard me.

25 Would you have received Exhibit 15 after December

1 the 9th, 2015?

2 A. Yes.

3 Q. Okay. How far after December the 9th, 2015, did  
4 you receive Exhibit 15?

5 A. I received it -- I don't recall the month or the  
6 date, but it was after September, after talking with  
7 Anthony.

8 Q. So that would be September of 2016?

9 A. Um-hum.

10 Yes.

11 Q. And do you see up at the top where it says,  
12 "DocuSign Envelope ID," and it's got a big long number  
13 after it?

14 A. Yes.

15 Q. Do you know what that is?

16 A. No.

17 Q. Do you see at the bottom where it says, "AFF010"?

18 A. Yes.

19 Q. Do you know what that is?

20 A. No.

21 Q. Do you contest that you agreed to your electronic  
22 signature on this first page of the document?

23 A. Yes.

24 Q. And, if you turn to the next few pages, do you  
25 see that that's a Security Agreement?

1 MR. LeBEL: Objection, form of the question.

2 THE WITNESS: The next page?

3 BY MR. BALOGH:

4 Q. Yes, ma'am. But it's a collection of -- it says  
5 it's several pages, six.

6 Do you see where it says, "Security Agreement"?

7 A. Um-hum.

8 Yes.

9 Q. Okay. Is this a security agreement that you  
10 would have received in September of 2016 at your request  
11 from American First Finance?

12 A. Yes.

13 Q. And if you will turn several pages in, you see  
14 this page (indicating)?

15 Do you see on what's marked as page 6 of 6, it's  
16 got an electronic signature of -- of the buyer right  
17 there?

18 A. Yes.

19 Q. Do you see that?

20 A. Yes.

21 Q. Do you contest that that's your electronic  
22 signature?

23 MR. LeBEL: Objection, the form of the question.

24 THE WITNESS: Yes.

25 ///



1 BY MR. BALOGH:

2 Q. Do you contest that you ever gave approval for  
3 that electronic signature?

4 A. No.

5 Q. You don't contest that?

6 MR. LeBEL: I'll object to the form of the  
7 question.

8 BY MR. BALOGH:

9 Q. You may answer.

10 A. Rephrase that again.

11 Q. Do you contest that you ever gave permission for  
12 an electronic signature?

13 A. Yes.

14 Q. Okay.

15 You see where there's a -- pardon me.

16 MR. LeBEL: Gesundheit.

17 MR. BALOGH: Thank you.

18 Q. Do you see where there's another electronic  
19 signature about the middle of that page?

20 A. Yes.

21 Q. Is that an electronic signature that you gave  
22 approval for?

23 A. No.

24 Q. Have you ever used electronic signatures?

25 A. Never.

1 Q. Do you use them as part of intake materials at  
2 the assisted living memory care facility?

3 A. No. I sign for everything.

4 Q. Well, do others use electronic signatures?

5 A. I have no idea if they do.

6 Q. How about patients when they're admitted? Do you  
7 all use electronic signatures at the memory care facility?

8 A. No.

9 Q. So, when you were sitting with Tru, did Tru say  
10 anything to you about, "Well, do you agree to the" -- "to  
11 the terms of financing the furniture?" Did he ever ask  
12 you if you agreed to it?

13 A. To the finance furnishing? No.

14 Q. Did Tru ever asked you if you agreed to anything  
15 regarding the purchase of the furniture?

16 MR. LeBEL: Objection, the form of the question.

17 THE WITNESS: We agreed on the payment.

18 BY MR. BALOGH:

19 Q. And how was that agreement expressed?

20 A. He asked me how much am I -- am I willing -- I  
21 mean -- how did he put it?

22 He asked me how much I can afford a month. And I  
23 told him about a hundred dollars a month. And he said  
24 okay.

25 Q. Did he --

1           **A.** And he asked me for my name, my phone number, my  
2 address.

3           **Q.** Did he say anything else?

4           **A.** No.

5           **Q.** Did you ask him any more questions?

6           **A.** No.

7           **Q.** All right. Put that to the side, please. I want  
8 to move to another exhibit.

9           After you entered into the purchase agreement,  
10 did you receive electronically a copy of the security  
11 agreement?

12          **A.** No.

13          **Q.** Other than the one that you received in September  
14 of 2016?

15          **A.** No. From Elegant Furniture, just my contract  
16 that I have with him.

17          **Q.** How about from American First? Did you receive a  
18 copy of the security agreement electronically from  
19 American First other than when they sent it to you as you  
20 requested in September of 2016?

21          **A.** No.

22          **Q.** Do you have any recollection of that, or do you  
23 definitively say that you did not receive anything?

24          **A.** Just the contract that they sent me.

25          **Q.** So what I'm asking is, do you definitively

1 testify that, other than when American First sent the  
2 security agreement to you, as you said, in September of  
3 2016, had you ever received the security agreement before  
4 that time?

5 A. No.

6 Q. Have you -- do you still have your email?

7 A. I still have it.

8 Q. Do you delete email as you get them?

9 A. No. It stayed with the old phone. This is the  
10 new phone. It stayed with the old phone, and it's put  
11 away. And I just barely added the email.

12 I don't check my emails.

13 Q. As a matter of practice you don't normally check  
14 your emails?

15 A. No.

16 Q. Have you checked your emails to determine whether  
17 you received a copy of the security agreement on December  
18 9, 2015?

19 A. Not that I recall.

20 Q. Can you rule out that perhaps you did receive a  
21 copy of the security agreement on that day?

22 A. On which day?

23 Q. December 9, 2015.

24 A. No.

25 Q. So you can't rule that out?

1 payment is reduced to \$129.08?

2 A. Yes.

3 Q. And you don't see any reference to any payments  
4 beyond that date, correct?

5 A. No.

6 Q. And you -- is it your testimony that you did not  
7 have an understanding of exactly how long your repayment  
8 obligations would be?

9 A. No.

10 Q. No, that's correct?

11 A. That's correct.

12 Q. Are you aware that, when you quit paying that,  
13 there was still a balance owed --

14 A. Yes.

15 Q. -- on the account?

16 A. Yes.

17 Q. And have you done anything to address that  
18 deficiency?

19 MR. LeBEL: Objection, form of the question,  
20 argumentative.

21 BY MR. BALOGH:

22 Q. You may answer.

23 A. Repeat the question.

24 Q. Have you done anything to address that deficiency  
25 in the amount that you owe?

1 Do you see that?

2 A. Yes.

3 Q. Is that addressed to Elegant Furniture?

4 A. I don't recall.

5 Q. Well, did Elegant Furniture or American First  
6 sell you the furniture on December the 9th?

7 A. Elegant Furniture.

8 Q. So you wrote, "You sold me furniture on  
9 December 9, 2015 but never told me that I would be paying  
10 120% interest on the sale."

11 Do you see that?

12 A. Yes.

13 Q. So we talked about earlier, you did not ask any  
14 questions about the interest that would be charged on the  
15 transaction, correct?

16 A. Correct.

17 Q. And you also testified that you were never told  
18 the interest that would be charged, correct?

19 A. Correct.

20 Q. So is it your testimony that that was an issue  
21 that just wasn't addressed at the time that you purchased  
22 the furniture in December of 2015?

23 A. Correct.

24 Q. Have you ever financed anything before?

25 A. Yes.

1 charged interest?

2 MR. LeBEL: Object, form of the question.

3 BY MR. BALOGH:

4 Q. You may answer.

5 A. When I buy my vehicles, I have the salesman and  
6 the finance company on the phone explaining everything  
7 that I'm going to be signing.

8 Q. And when was the last time you did that?

9 A. 2000 -- I'm thinking 2016.

10 Q. And who has that been?

11 A. Paul Blanco.

12 Q. Who is Paul Blanco?

13 A. It's a car dealership in Fresno, California.

14 Q. And what did you finance?

15 A. A Nissan Altima 2013.

16 Q. Did you have a written contract?

17 A. Yes.

18 Q. You then -- turning your attention back to the  
19 Exhibit 18, you then state, "You never said anything about  
20 the financing terms except that payment in 90 days was the  
21 same as cash."

22 Is that a true statement?

23 A. Yes.

24 Q. I thought earlier you said something to the  
25 effect that Tru had told you that your payment would be

1 around a hundred dollars.

2 A. He said it was going to be a hundred dollars.

3 Q. Did he say it was going to be a hundred dollars  
4 or around a hundred dollars?

5 A. A hundred dollars, that's what we agreed on.

6 Q. And did you say that -- did he say that, or did  
7 you say that that was the amount that you would be able to  
8 pay?

9 A. That's the amount that I'm able to pay.

10 Q. Okay. So did Tru say anything to you about  
11 agreeing that your payment would be a hundred dollars a  
12 month?

13 A. Yes.

14 Q. And what exactly do you say that he said to you?

15 A. He asked me --

16 MR. LeBEL: Objection, form of the question.

17 BY MR. BALOGH:

18 Q. You may answer.

19 A. He asked me how much I can afford a month, and I  
20 told him a hundred dollars a month. And he said, "Okay,"  
21 and he set up my contract.

22 Q. You then say, "I left thinking that I would be  
23 receiving a monthly invoice from Elegant Furniture, but I  
24 never received a coupon book or statements."

25 Did I read that correctly?



1           **A.**    Yes.

2           **Q.**    Did you ever ask for a coupon book or statements?

3           **A.**    No.

4           **Q.**    And you paid for, what, about a year and a half,  
5 almost a year and a half?

6           **A.**    Yes.

7           **Q.**    And you never once asked for a coupon book or  
8 statements?

9           **A.**    No.

10           MR. LeBEL:   Objection, argumentative.

11           BY MR. BALOGH:

12           **Q.**    No, that's correct?

13           **A.**    That's correct.

14           **Q.**    Thank you.

15           You then say, "Only after calling you because I  
16 thought I had paid off the loan did you tell me that the  
17 lender was American First...."

18           Is that a true statement?

19           **A.**    Yes.

20           **Q.**    And you knew that American First was drawing and  
21 drafting from your account, correct?

22           **A.**    No.

23           MR. LeBEL:   Objection.

24           Thank you.

25           THE WITNESS:   Sorry.

1 report to you, right?

2 A. Yes.

3 Q. When you say, "Only after calling you because I  
4 thought I had paid off the loan...", what do you mean by  
5 "paid off the loan"?

6 A. I kept the booklet beside me when I make a  
7 payment, and I wrote down the date. I always assumed it  
8 was on the -- on the 9th because that's the day I bought  
9 the furniture. So every time the 9th comes around, I  
10 would write it down.

11 Q. So you knew that there was a loan, right?

12 A. With Elegant Furniture, yes.

13 Q. And the nature of the loan, of course, is to  
14 charge interest, correct?

15 MR. LeBEL: Objection.

16 THE WITNESS: No.

17 BY MR. BALOGH:

18 Q. Okay. Why do you say no?

19 A. Because Elegant -- I made a contract with Elegant  
20 Furniture. They're the ones that's selling me. I'm  
21 paying them. They didn't tell me they're selling my  
22 contract to American First. I thought that's who they  
23 were, Elegant Furniture, me and Elegant. That's it.

24 Q. Okay. My question was geared more toward -- I  
25 mean, you understood that you would be charged interest on

1 the loan that you're referencing as having paid off,  
2 correct?

3 MR. LeBEL: Objection, form of the question.

4 THE WITNESS: We didn't talk about interest. I  
5 just know that I was paying 143 and change, and that's  
6 what I was going off of.

7 BY MR. BALOGH:

8 Q. And I appreciate your answer. You've said you  
9 didn't ask about and you didn't discuss the interest rate  
10 at the time that you purchased the furniture. But my  
11 question is geared more toward at this point,  
12 January 20th, 2017, you understood that that loan that you  
13 had taken out was interest bearing, correct?

14 A. No.

15 Q. So did you think that you were paying an  
16 interest-free loan?

17 A. I can't answer that question because my -- like  
18 I'm going to say again, my dealings, my contract was with  
19 Elegant Furniture. This is the amount they gave me. This  
20 is the amount that I abide by. They told me the 9th;  
21 that's the 9th it started; every month it's the 9th.

22 So interest, loans, we did not talk about that.  
23 We talked about payments with Elegant Furniture. Me and  
24 Elegant Furniture talked about the payment. The payment  
25 was a hundred. There was no talk about loans, and there

1 was no talk about interest.

2 Q. Now, when you -- after you purchased the  
3 furniture, it had to be delivered to your house, correct?

4 A. Yes.

5 Q. And did Elegant Furniture deliver the furniture  
6 to your house?

7 A. Yes, they did.

8 Q. And who was it from Elegant Furniture? Do you  
9 recall?

10 A. I was not there.

11 Q. Did they try to contact you before?

12 A. No. I contacted them because they were late with  
13 my furniture.

14 Q. Okay. Did you have an understanding that you had  
15 to acknowledge the agreement, the loan agreement, before  
16 the furniture could be delivered by Elegant Furniture?

17 A. In what way do you mean?

18 Q. Well, did anybody talk to you from Elegant  
19 Furniture or otherwise that you had to sign and agree to  
20 the loan terms before the property could be delivered to  
21 your house?

22 A. I --

23 MR. LeBEL: Objection, form.

24 BY MR. BALOGH:

25 Q. You may answer.

1           **A.** Yes.

2           **Q.** And there was problems with the -- or there were  
3 problems with getting it delivered to the home, correct?

4           **A.** Yes.

5           **Q.** Were some of those problems related to making  
6 sure that the finance terms were acknowledged?

7           **A.** No.

8           **Q.** I believe I heard you say -- correct me if I'm  
9 wrong -- that there was some problem and you had to go  
10 back and talk about it. Did I mishear that?

11          **A.** Yes.

12          **Q.** Okay. Let me ask this. During the -- how many  
13 times have you been to Elegant Furniture?

14          **A.** Twice.

15          **Q.** The --

16          **A.** No -- I'm sorry -- three times.

17          **Q.** Three times?

18          **A.** Yes.

19          **Q.** So the first time was December 9, 2015, the day  
20 of the purchase, correct?

21          **A.** Yes.

22          **Q.** How long did you stay there?

23          **A.** About -- I can't recall. It wasn't long, about  
24 30 minutes.

25          **Q.** Thirty minutes?

1           **A.**   Forty minutes.

2           **Q.**   And you went with your brother-in-law, correct?

3           **A.**   Yes.

4           **Q.**   And you say he wasn't involved in the  
5 discussions, correct?

6           **A.**   Yes.

7           **Q.**   That's correct?

8           **A.**   Yes, correct.

9           **Q.**   And that lasted 30 minutes, and you left?

10          **A.**   Yes.

11          **Q.**   And where did things stand at that point?

12          **A.**   That they were going to deliver my furniture.

13          **Q.**   And when were they going to deliver it?

14          **A.**   I don't recall.

15          **Q.**   What's the next occasion you went to Elegant  
16 Furniture?

17          **A.**   I went back to Elegant Furniture about maybe two  
18 weeks because the furniture hasn't been delivered.

19          **Q.**   Okay. And just so I'm clear, before we get to  
20 that second visit, you've told us all that you can  
21 remember about that first visit, correct?

22          **A.**   Um-hum. Yes.

23          **Q.**   And then the second visit was about two weeks  
24 later, and you went back because the furniture hadn't been  
25 delivered to you?

1 Q. And so, if we do some math with \$143 a month  
2 times nine months, it's about \$1,200, correct?

3 A. Yes.

4 Q. So your thinking was that you had no interest on  
5 it, that you just could pay it off in nine months without  
6 any interest?

7 A. Yes.

8 Q. And were you told at that point that that wasn't  
9 how things work with loans?

10 A. Nobody --

11 MR. LeBEL: Objection, argumentative.

12 BY MR. BALOGH:

13 Q. You may answer.

14 I think you talked over him as he was making his  
15 objection. You go ahead.

16 A. Okay. Nobody talked to me about the loan or  
17 interest. No conversation about that ever came up.

18 Q. Okay. Now, I want to go back to the first visit  
19 at Elegant Furniture and your interactions with Tru.

20 I've read a couple places in your declaration and  
21 in your interrogatory answers of some reference to  
22 clicking things with a mouse. Do you recall testifying in  
23 that regard?

24 A. I clicked one time on the mouse.

25 Q. And tell me everything you can recall about that.

1           **A.** He asked me for my name, where I worked at, how  
2 long I'd been there, my phone number, my account number.  
3 That way they can take out the money. And he was just  
4 asking me -- he was looking at the computer asking me,  
5 "This is correct? This is correct?"

6           And I go, "Yes. Yes."

7           And he goes, "Okay."

8           He pushed the mouse to me, and he goes, "Just  
9 click to say, yes, that everything is correct."

10          And I said, "Okay," and I clicked it. And I  
11 pushed it back. And that was it.

12          **Q.** So where were you in relation to where he was  
13 sitting?

14          **A.** He was sitting on that side, computer facing him,  
15 and I was on this side (indicating).

16          **Q.** So, in other words, he was sitting at his desk  
17 with the computer facing him?

18          **A.** Yes.

19          **Q.** And you were sitting on the other side of the  
20 desk?

21          **A.** Yes.

22          **Q.** So you say he pushed the mouse to you and said to  
23 click, right?

24          **A.** Yes.

25          **Q.** Is that just one of those regular type of mouse



1 that people use with computers?

2 A. Yes.

3 Q. And do you -- was it wireless, or was it corded?

4 A. I don't recall.

5 Q. And your testimony is he said, "Just click"?

6 A. "Just click if this is" -- he said, "So this is  
7 all correct, the information that you're giving me?"  
8 Because he's reading it out.

9 And I said, "Yeah, it's correct. It's correct."

10 He goes, "Just click here to say it's correct."

11 I go, "Okay." I clicked it because it was  
12 correct.

13 Q. Well, did you look at it to make sure it was  
14 correct?

15 A. No, he did not show me the computer.

16 Q. But you're saying that when he pushed the mouse  
17 to you -- you know, the mouse will move with movement.

18 A. Um-hum.

19 Q. You've worked a mouse on a computer, right?

20 A. Yes.

21 Q. And you understand that, when you move a mouse,  
22 it moves the cursor all around the computer screen, right?

23 A. Yes.

24 Q. And you say he just pushed the mouse to you and  
25 said, "Click here," right?

1           **A.** No.

2           **Q.** Did you ask him what you were clicking on?

3           **A.** That everything was true that I told him.

4           **Q.** And what do you think it was that you clicked on?

5           MR. LeBEL: Objection, form of the question.

6           THE WITNESS: The information that I gave him was  
7 true.

8 BY MR. BALOGH:

9           **Q.** So you were -- by clicking that, you were giving  
10 your approval of the information that had been provided  
11 for the -- for the purchase?

12          **A.** Yes.

13          **Q.** And you knew that and did it voluntarily?

14          **A.** He asked me if everything was correct, and that's  
15 what I did. I clicked it.

16          **Q.** Did you ask for a printout of the information?

17          **A.** No.

18          **Q.** Did you ask any questions about how the  
19 information was being used?

20          **A.** No.

21          **Q.** Do you believe, by clicking that mouse, you were  
22 giving your E-signature approval to the terms of a  
23 contract?

24          **A.** No.

25          **Q.** And why do you say that?

1           **A.** Because he asked me for my phone number, where I  
2 worked, my personal information, where I work at, my phone  
3 number in case they need to contact me. People miss  
4 payments. People won't pay. So that way he can contact  
5 me. I gave him my work phone number, where I worked, and  
6 everything. And I told him that was correct, and I  
7 clicked it.

8           **Q.** After he pushed the mouse to you?

9           **A.** Yes.

10          **Q.** And, to your recollection, you don't recall Tru  
11 receiving any electronic documents during the course of  
12 this discussion with you?

13          **A.** No.

14          **Q.** And it's your testimony that you never received  
15 an electronic copy of the security agreement contract?

16          **A.** No.

17          **Q.** You said earlier that you're familiar with loan  
18 agreements at least in the context of purchasing vehicles?

19               MR. LeBEL: Objection to the form of the  
20 question.

21 BY MR. BALOGH:

22          **Q.** Is that right?

23          **A.** With the assistance of my brother-in-law, yes.

24          **Q.** And you've actually entered into loan agreements  
25 with car dealers?

1 THE WITNESS: Repeat that again.

2 BY MR. BALOGH:

3 Q. Did anybody ever talk to you about the need for  
4 you to acknowledge the financing terms before the property  
5 could be given to you?

6 A. No.

7 Q. When you say, "No," do you have a recollection of  
8 that, or are you saying that never happened?

9 A. That never happened.

10 Q. When you purchased your car, the Nissan you were  
11 talking about earlier, did you have to acknowledge the  
12 financing terms of that loan before they gave you the car?

13 A. Yes.

14 Q. And did you do that?

15 A. Yes.

16 Q. Does that seem like a normal business practice?

17 A. Yes. When I bought my other car --

18 Q. Was that --

19 A. -- everything discussed, everything signed.

20 Q. Does that seem like a reasonable business  
21 practice, that somebody would have to acknowledge the  
22 terms of the loan before actually taking possession of the  
23 property?

24 A. Yes.

25 Q. Did there come a time where you received some

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## DEPONENT'S CORRECTION SHEET

To add testimony, indicate "Add" and print the exact words you wish to add.  
To delete testimony, indicate "Delete" and print the exact words you wish to delete.

DEPOSITION OF:

Date: 9-10-19

I, Maxie B. Deade, have the following changes to my deposition transcript:

PAGE	LINE	CHANGE (Add/Delete)
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No changing

Imperial Notebook

Witness Name

Date \_\_\_\_\_